

PROPERTY FOR SALE

Juneau Ranger District Office Parcels 1 & 2

**The USDA Forest Service invites you to bid
on this valuable property!**

This sale consists of the Juneau Ranger District Office Parcels 1 and 2 auctioned on-line. The project is authorized under the Forest Service Facility Realignment and Enhancement Act (FSFREA) of 2005. Parcel 1 is located at 8461 Old Dairy Road, Juneau, Alaska, consists of approximately 0.30 acres and is improved with 2 building of approximately 3,642 +/- gross square feet. Parcel 2 is located at 8465 Old Dairy Road, Juneau, Alaska, consists of approximately 1.22 acres and is improved with 2 buildings of approximately 18,600 +/- gross square feet. The land and buildings will be auctioned and sold "As Is". A Minimum Bid amount has been established for the property and a Bid Deposit will be required.

Parcel 1



Parcel 2



Auction Summary

Sale Type: **Online Competitive Auction**

Start Date: **January 26, 2010**

End Date: **Based on Bidding**

| <u>Property</u> | <u>Minimum Opening Bid</u> | <u>Registration Deposit:</u> | <u>Bid Increment</u> | <u>Property Code</u> |
|-----------------|----------------------------|------------------------------|----------------------|----------------------|
| Parcel 1 | \$150,000.00 | \$3,000.00 | \$1,000.00 | 183 |
| Parcel 2 | \$700,000.00 | \$25,000.00 | \$5,000.00 | 184 |

Auction Site Web Page

www.auctionrp.com

Register and submit your bid. Click on Featured Auctions and then select the property you are interested in to view and download Property Sales Information.

Property Disposal Web Page

<https://propertydisposal.gsa.gov>

Click on Alaska State to view and download Property Sales information.

Sales Information

For questions concerning the properties or the sale process, please contact:

Roger Birk
907-586-8843
e-mail: rbirk@fs.fed.us

Online Auction

www.auctionrp.com

Register and submit your bid.

Online Auction Assistance

Andrew Schwartz
253-931-7556
e-mail: andrew.schwartz@gsa.gov

Inspection Opportunities:

Driving directions to the properties are described in this IFB. You are invited and encouraged to inspect the property and make your own assessment of the property conditions prior to submitting a bid. You may inspect the property anytime during daylight hours. The interiors of the buildings may be inspected by appointment only. Please schedule an appointment with Roger Birk at: (907)586-8843, Monday thru Friday, 9:00 AM to 4:00 PM.

Failure to inspect the property or to be fully informed as to the condition of any or all of the property offered will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.

The property will be open for public inspection on the dates listed below:

January 28, 2010 – 11:30 AM to 1:30 PM
January 29, 2010 – 9:00 AM to 11:00 AM

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PROPERTY DESCRIPTION:

1. LOCATION AND SETTING:

Parcel 1 is located at 8461 Old Dairy Road, Juneau, Alaska, consists of approximately 0.30 acres and is improved with 2 building of approximately 3,642 +/- gross square feet. Parcel 2 is located at 8465 Old Dairy Road, Juneau, Alaska, consists of approximately 1.22 acres and is improved with 2 buildings of approximately 18,600 +/- gross square feet.

Parcels 1 and 2 are located in the Mendenhall Valley between Crest Street and Old Dairy Road, are readily visible from Egan Drive (Glacier Highway) and are approximately 8¾ miles from downtown Juneau.

2. SALE PARCEL DESCRIPTION:

Bidders are reminded that the properties are offered for sale and will be sold "As is" and "Where is" without representation, warranty, or guarantee, quality, title, character, condition, size or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of the auction.

Parcels 1 and 2 are currently zoned I (Industrial) and are within the industrial / commercial area approximately ½ mile north of the Juneau International Airport. Parcel 1 consists of two federally-owned structures, a modular office building, and a barracks building along with the associated land. Parcel 2 consists of two federally-owned structures, a combined office/warehouse building, and a small fuel/paint shed along with the associated land.

Parcel 1 located at 8461 Old Dairy Road site contains a 1,400 sq. ft. converted mobile home with a 600 sq. ft. attachment constructed in 1988 and used for office space along with a single story, modular barracks building. The structures are located on lots 13 and 14, Field Meadow, according to Plat 488, Juneau Recording District, of the First Judicial District. Total office space in the mobile home is about 2,056 sq. ft. The 1,586 sq. ft. barracks is a four bedroom modular facility that accommodates up to eight seasonal employees at a time.

Parcel 2 located at 8465 Old Dairy Road site contains an approximately 8,000 sq. ft., two story office building with an attached 10,000 sq. ft. warehouse facility and a small fuel and paint shed. The buildings are located on lots 15-22, Field Meadow, according to Plat 488, Juneau Recording District of the First Judicial District. The two-story building, a former bus barn and heavy equipment shop, was purchased in 1982 and part of the building was converted into office space. The 335 sq. ft. fuel and paint shed is located on the same site at the rear of the warehouse building.

3. DRIVING DIRECTIONS:

To get to the Juneau Ranger District Office Parcels 1 and 2 at 8461 and 8465 Old Dairy Road ,from the Juneau International Airport, head south on Shell Simmons Dr toward Yandukin Dr, 0.2 mile; take a slight right at Yandukin Dr, 0.5 mile; Turn left at Old Dairy Rd, 0.3 mi; it will be on the left side of the road.

4. LEGAL DESCRIPTION:

All of the following described real property, situated in the City and Borough of Juneau State of Alaska, to wit:

Parcel 1 - T.40S., R.66E., CRM, Sec. 31, SW/4 NE/4

Parcel 2 - T.40S., R.66E., CRM, Sec. 31, SW/4 NE/4

5. ASSESSOR'S PARCEL NO.:

Parcel 1 APN: 5B1501010100

Parcel 1 APN: 5B1501010090

City and Borough of Juneau, Alaska

6. EASEMENTS, ENCROACHMENTS AND RESERVATIONS:

The property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, and other rights-of-way, and the easements, reservations, rights and covenants reserved by the Grantor herein.

Those of record are:

a. Easement to A.J. Industries, Inc. for rights-of-way, transmission lines, water rights, power plans, etc., as recorded on November 16, 1959 in Deed Book 56, page 321, Juneau Recording District, Alaska.

b. Construction Permit to State of Alaska, Department of Highways for fill slope and approach, as recorded on June 3, 1971 in Deed Book 96, page 493, Juneau Recording District, Alaska.

Regarding Parcel 1, part of the wooden access ramp to the office building encroaches unto Lot 15 of the neighboring property (8465 Old Dairy Road). Also the property does not allow access to the barracks building. These deficiencies may be curable either by a modification of the office structure and/or by obtaining a variance and a right-of-way to cross the neighboring property.

Regarding Parcel 2, the small paint and fuel shed located on the backside of the property may not comply with the CBJ land use and building code requirements as it pertains to property line setback.

The property is subject to CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act) Notices and Covenants regarding hazardous substances, as well as other Notices and Covenants, as described in the "Notices and Covenants" section of this IFB.

7. UTILITIES:

All typical public utilities are available to the Property, including water, sewer, electrical, and telephone. Procurement of utility service shall be the responsibility of the Purchaser. Bidders are urged to contact the utility providers below for information on the availability of utilities.

Gas and Electric

Alaska Electric Light and Power, (907) 780-2222

Telephone

ACS, (800) 808-8083

GCI, (800) 800-4800

Water, Sewer and Storm Drain

City & Borough of Juneau Public Works Department, (907) 586-5254

Solid Waste

Waste Management (907) 780-7801

GENERAL TERMS OF SALE

1. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") as used herein refers to the foregoing IFB and its Property Description, General Terms of Sale, Important Instructions to Bidders, Notices and Covenants, Bidder Registration and Bid Form for Purchase of Government Property and Exhibits, all of which are attached to this IFB by reference, and made a part hereof, and as may be modified and supplemented by any addenda or amendments that may be issued by the Government prior to the conclusion of the online auction.

2. DESCRIPTION PROVIDED IN IFB

The description of the Property set forth in the IFB and any other information provided therein with respect to said Property are based on the best information available to the USDA Forest Service and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

3. INSPECTION

Inspection of the Property is the sole responsibility of the bidder. Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. The properties are locked and vacant. . The interiors of the Quonset huts and several small wood building may be inspected by appointment only. Please schedule an appointment with Roger Birk at: (907)586-7090, Monday thru Friday, 9:00 AM to 4:00 PM. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.

Inspection Opportunities:

The property will be open for public inspection on the dates listed below:

January 28, 2010 – 11:30 AM to 1:30 PM
January 29, 2010 – 9:00 AM to 11:00 AM

4. CONDITION OF PROPERTY

The Property is offered for sale and will be sold "AS IS" and "WHERE IS" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and claim(s) for any allowance or deduction upon such grounds will NOT be considered.

5. ZONING

The Property is subject to the jurisdiction of the Community Development Department, City and Borough of Juneau, at (907) 586-0770. The Old Dairy Road properties are zoned I (Industrial) and are within the industrial/commercial area approximately ½ mile north of the Juneau International Airport. Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the Property for present or proposed future use shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB.

For more zoning information, please contact:

Community Development Department, City and Borough of Juneau, at (907) 586-0770.

6. CONTRACT

The IFB and the bid, whether as an initial written bid or a bid placed online, when accepted by the Government shall constitute an agreement for sale between the successful bidder ("Purchaser") and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract, nor shall the contract or any interest therein, be transferred or assigned by the Purchaser without the consent of the Government. Any assignment transaction without such consent shall be void.

7. TAXES AND CLOSING COSTS

As of the date of conveyance of the Property, the Purchaser shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the Property, and to prorate sums paid, or due to be paid, by the Government in lieu of taxes.

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser.

8. RISK OF LOSS

a. As of the date of conveyance, the Purchaser shall assume responsibility for care and handling and all risks of loss or damage to the Property and have all obligations and liabilities of ownership.

b. In the event of a major loss or damage to the Property as a result of fire or other cause during the period of time between acceptance of the bid by the Government and date of conveyance, such loss or damage shall NOT be considered grounds for invalidating the contract of sale or reduction of the purchase price.

9. REVOCATION OF BID AND DEFAULT

In the event of revocation of a bid after the opening of bids, but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or in the event of failure by the Purchaser to consummate the transaction, the deposit, together with any payments subsequently made on account, may

be forfeited at the option of the Government, in which event the Purchaser shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

10. GOVERNMENT LIABILITY

If the Bid for Purchase of Government Property is accepted by the Government and a) the Government fails for any reason to perform its obligations as set forth herein; or b) Title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close, the Government shall promptly refund to Purchaser all amounts of money Purchaser has paid, without interest, whereupon the Government shall have no further liability to Purchaser.

11. TITLE EVIDENCE

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will, however, cooperate with the Purchaser or his authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the Property.

12. TITLE

If a bid for the purchase of the Property is accepted, a Quitclaim Deed will convey the Government's interest. The Government does not pay for title insurance but the Purchaser is encouraged to acquire a title insurance policy from a local title company.

13. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

The Government shall set a sale closing date of forty-five (45) calendar days after acceptance of the bid. Upon agreement by the Government,

the Purchaser may close the transaction prior to the forty-five (45) calendar day period.

Prior to closing, the Purchaser may open an escrow account with an independent, unaffiliated local escrow company to handle the closing. The Government does not mandate use of a particular escrow company. All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. As part of the closing the Government will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds and related matters.

On the closing date, the Purchaser shall tender to the Government (or to the Escrow Holder) the balance of the purchase price. Upon such tender being made by the Purchaser, the Government shall deliver to the Purchaser the instrument, or instruments, of conveyance.

The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents.

14. DELAYED CLOSING

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

15. SALE AND CONVEYANCE

The sale and conveyance of the Property shall be made subject to the following:

a) All covenants, easements, reservations, restrictions, encumbrances and encroachments, whether of record or not.

b) Any statement of facts which a physical inspection and accurate survey of the Property may disclose.

16. DOCUMENTARY STAMPS AND COST OF RECORDING

The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

17. OFFICIALS NOT TO BENEFIT

No member or delegate to the Congress, or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise there from, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. U.S. General Services Administration employees are prohibited from bidding on the Property offered in the IFB.

18. ADDITIONAL INFORMATION

GSA, at the address given in this IFB, will upon request, provide additional copies of this IFB and answer requests for additional available information concerning the Property offered to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms conditions, and requirements contained in this IFB and any amendments made thereto prior to bid acceptance. Bidders may also review the Property information at <https://propertydisposal.gsa.gov>.

19. WAIVER OF INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in bids received.

IMPORTANT INSTRUCTIONS TO BIDDERS

1. AUCTION START DATE

The auction opens on January 26, 2010 at 9:00 a.m. (Pacific Time).

2. TYPE OF SALE

This sale will be an online auction conducted at www.auctionrp.com and by submission of initial written bids by mail. The auction will be conducted over a period of several weeks as determined by bid activity. The date for receipt of final bids will be announced at www.auctionrp.com, with at least three business days prior notice (see Paragraph 10, Call for Final Bids). The auction may continue beyond that date as long as bidders are willing to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

3. TERMS OF SALE

Bids to purchase must be on an ALL CASH basis only. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. The USDA Forest Service has no information on the availability of private financing or on the suitability of this Property for financing.

4. MINIMUM OPENING BID

The minimum opening bid for Parcel 1 is \$150,000.00. The minimum opening bid for Parcel 2 is \$700,000.00. The minimum opening bid amount does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all bids.

5. BIDDER REGISTRATION

a) Bidder registration is a three-step process:

(1) An interested bidder should register online at the auction web site, www.auctionrp.com.

(2) Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Property" accompanying this IFB. All information and certification requested thereon must be provided. Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected. Additional bid forms are available upon request or you may photocopy the form in this IFB. The Bidder Registration and Bid Form should be filled out legibly with all erasures, strikeouts and corrections initialed by the person signing the bid. The Bid Form must be signed and dated.

(3) A registration deposit in the amount of \$3,000.00 for Parcel 1 and \$25,000.00 for Parcel 2 must accompany your Bidder Registration and Bid Form in the form of a cashier's check, certified check or credit card (Visa or MasterCard). Personal or company checks are NOT acceptable and will be returned to the sender. Checks must be made payable to: "U.S. General Services Administration"

Deposits by credit card may be initiated over the Internet by following the instructions on the online auction site: www.auctionrp.com. Bidders must also complete, sign and submit the enclosed Registration Deposit by Credit Card form along with the Bidder Registration and Bid Form to be authorized to bid.

Only upon GSA's verification of your registration deposit, will you be allowed to bid using the user ID and password, as discussed below (Paragraph 6, User Identification and Password), nor will your initial written bid be posted online.. All Registration Deposits received will be deposited with the U.S. Treasury, in a non-interest bearing account, immediately upon receipt.

b) To register to bid and if you are prepared to make an initial written bid, please complete the enclosed Bidder Registration and Bid Form for Purchase of Government Property and send, along with the required Registration Deposit, to:

GSA Office of Real Property Disposal (9PZF)
400 15th Street S.W. Room 1161
Auburn, WA 98001-6599
Attn: Andrew Schwartz, Realty Officer

If the Registration Deposit is to be provided by credit card, the Registration deposit by Credit Card Form and the Bidder Registration and Bid Form can also be submitted to GSA by fax at 253-931-7554.

c) It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No bidder will be allowed to participate in the sale until the entire registration process is complete.

d) Registration may occur anytime prior to the conclusion of the auction. However, the Government makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register as soon as the auction opens. A bid made online will supersede a written bid of an equal or **lesser** amount. An initial written bid may be posted online by the auction manager, if the auction manager has issued a call for final bids, **and** the written bid has not been posted online by the registered bidder, and the written bid is higher than the current high bid.

6. USER IDENTIFICATION AND PASSWORD

User Identification ("ID") and Password are used to register online and to place bids online. When you register online, you will be required to assign your own User ID (limited to eight [8] characters). The required password must be at least eight [8] characters and must include: a) one letter, b) one number, and c) one special character such as: ! @ # \$ % ^ & * (). Since the User ID is used to publicly identify bids, and for your privacy, we strongly encourage you to

create your User ID in a manner that protects you or your company's identity. The User ID number will be used to identify the bidders on the auction Web page, www.auctionrp.com. In the event you forget your User ID and/or password or are locked out from the system, it is your responsibility to contact GSA, during normal business hours, to obtain assistance.

7. BIDDING IN GENERAL

a) Registered bidders may increase their initial written bids, or place an initial online bid by following the instructions at www.auctionrp.com. By submitting your bid through www.auctionrp.com, you agree that your bid is a binding offer. You will be legally obligated for your initial written bid and any and all bids submitted using your ID number and password.

b) Bids received through www.auctionrp.com are date and time stamped according to the Official Time. The "Official Time" is based on the date and time established by the data processing server located in the Washington D.C. metro area. This location is in the Eastern Time Zone. Bids received are automatically adjusted and displayed to reflect the time zone specified for the Property in the IFB and as listed at www.auctionrp.com. The Government will not be responsible for any discrepancies between the Official Time and the time indicated, displayed, or otherwise stated or represented by a registered bidder.

c) Bids must be submitted without contingencies.

d) Bids by mail that are not submitted on GSA forms will be rejected.

e) Increased bids are not accepted by fax.

8. DAILY BIDDING RESULTS

Bidders are strongly encouraged to monitor bidding activity at our online auction Web Site at www.auctionrp.com. New bids and auction closing information will be posted to this site. The online auction site is updated immediately when new bids are received.

Bidders will be notified via www.auctionrp.com when bidding will be closed. If your bid is not accurately shown on the web page, then you should call GSA at 253- 931-7547. Bidders are

urged to pay close attention to www.auctionrp.com, which will contain new, revised, and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

9. INCREASING YOUR BID

If you learn from the auction web page that your bid was not the high bid, or if another bidder exceeds your previously high bid, you may increase your bid until such time as bidding is closed. Increases in previously submitted bids are welcome and your registration deposit will apply to subsequent increased bids. All increased bids must be made online. Increased bids must be at least One Thousand Dollars (\$1,000.00) more than the previous high bid in order to be considered. The Government reserves the right to modify the bid increment at any time prior to the close of the sale. To increase a previously submitted initial written bid, bidders must bid online at www.auctionrp.com. In the event that two bids of equal value are received via U.S. Mail or online, the first bid received will be recognized.

10. CALL FOR FINAL BIDS

The Government will announce a date for the receipt of final bids. That date will be announced on the auction Web page, www.auctionrp.com. On that date, if no increased bid is received between 9:00 a.m. and 3:00 p.m. Pacific Time, then bidding will close at 3:00 p.m. and consideration will be given to selling the Property to the high bidder. If an increased bid is received between 9:00 a.m. and 3:00 p.m. Pacific Time on that announced date, then bidding will be continued over until the next business day, excluding Federal holidays and weekends, on the same terms. Eventually, no one will outbid the high bidder and bidding will close at 3:00 p.m. Pacific Time on that day. There is no advantage to waiting until the last minute to bid.

11. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer for 90 calendar days after the date of the final bid submittal by a bidder until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the 90 calendar days, the consent of the bidder shall be obtained prior to such expiration.

12. ACCEPTABLE BID

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government, price and other factors considered.

13. NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or his duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

14. HIGH BIDDER DETERMINATION

Once bidding stops and the high bid is confirmed, the high bid will be considered for acceptance. There is no guarantee that the Government will accept the high bid.

The USDA Forest Service will issue an Award Letter to the high bidder which will constitute acceptance of the high bid and declare the high bidder to be the Purchaser of the Property.

15. AUCTION SUSPENSION

The Government reserves the right to temporarily suspend or stop the auction for any reason without award and resume the auction or start a new auction at any time. In the event of a temporary suspension due to technical problems or other bidding issues, the Government will determine the high bidder and the high bid amount, re-open bidding and allow the auction to proceed according to the bidding terms described herein.

16. TEN PERCENT BID DEPOSIT, TRANSACTION CLOSING AND

REFUND OF REGISTRATION DEPOSITS

Within ten (10) calendar days of acceptance of a bid by the Government, the Purchaser agrees to deposit an additional amount in the form of a certified check or cashier's check, if any, which when added to the Registration Deposit, will equal at least ten percent (10%) of the amount bid. Failure to provide such bid deposit shall require rejection of the bid and forfeiture of Registration Deposit.

Upon acceptance of a bid, the appropriate bid deposit shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price in the form of a certified check, cashier's check or electronic wire transfer is payable within forty-five (45) calendar days after acceptance of bid. At the time of closing, all cash money paid by the Purchaser will be credited, without interest, toward the total purchase price.

Appropriate Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders who provide Registration Deposits by check may elect to receive the refund by U.S. Treasury check or by an electronic transfer of funds. Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number (EIN). The use of an individual's SSN is subject to the Privacy Act of 1974 5 U.S.C. Section 552a, and will be collected only for the proper refund of the Registration Deposit. Refunds will only be processed to the same individual or entity identified by the TIN. Registration deposits provided by credit card will be credited to the same account number provided.

Registration Deposits received from the two highest bidders will be held as stipulated in Paragraph 17, Back-up Bidder. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Refunds will be processed timely but will require several weeks to complete.

17. BACK-UP BIDDER

The second-highest bidder will be the backup bidder. If the high bidder is unable to consummate the transaction, the second highest bidder's bid may then be considered for award. The backup bidder's Registration Deposit will be retained, without interest, until the first high bidder has increased their initial Registration Deposit to the required 10% of the purchase price. Subsequently the Registration Deposit of the second-high bidder will be refunded by U.S. Treasury check or by an electronic transfer of funds, if the deposit was via check, or credited back to the credit card if the deposit was via credit card thereafter. In the event that the Government is unable to make an award to the highest or second-highest bidder, the Government reserves the right to negotiate with the remaining bidders and make an award that is in the best interest of the Government.

18. ONLINE BIDDING

The Government will not be responsible for any failure attributable to the inability to transmit a bid, the transmission or receipt of an online bid, including, but not limited to the following:

- a) Receipt of a garbled or incomplete bid.
- b) Availability or condition of the sending or receiving electronic equipment.
- c) Incompatibility between the sending and receiving equipment and software.
- d) Malfunctioning of any network, computer hardware or software.
- e) Delay in transmission or receipt of a bid.
- f) Failure of bidder to properly identify the bid.
- g) Security of bid data.
- h) Inability of bidder to enter bid. For example: due to lost or forgotten password or system lock due to login repeated failures, etc.

If your bid is not accurately shown or you can not enter a bid at www.auctionrp.com then you should call GSA at 253-931-7547 for assistance.

19. BID EXECUTED ON BEHALF OF BIDDER

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the

officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

NOTICES AND COVENANTS

The following Notice and Covenants will be inserted in the Quitclaim Deed.

1. HAZARDOUS SUBSTANCE NOTIFICATION

NOTICE Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

A. CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

1) This covenant shall not apply:

(a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR

(b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

- (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
- (ii) causes or exacerbates the release or threatened release of a hazardous substance the

existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:

(a) the associated contamination existed prior to the date of this conveyance; and

(b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.

B. The GRANTEE, its successor(s) or assign(s) hereby agree to comply with any and all applicable Federal, State, and local laws relating to the management of lead-based paint and asbestos-containing building material associated with the property, including but not limited to, any such laws relating to the mitigation, abatement, remediation, cleanup, renovation, demolition, and disposal of lead-based paint and asbestos-containing building material. Accordingly, the GRANTEE, its successor(s) or assign(s) hereby agree to indemnify, release, defend, and hold harmless the United States, its agencies, employees, agents, assigns, and successors from and against any liability, judgment, claim, penalty, fine, or other adverse action (whether legal or equitable in nature, and including without limitation, court costs and attorneys' fees) brought against the United States after the date of this agreement by any person or entity under any Federal, State, or local law, including but not limited to environmental and tort laws, with respect to any lead-based paint and/or asbestos-containing building material associated with the property.

This covenant to indemnify, release, defend, and hold harmless the United States shall

survive the subsequent conveyance of all or any portion of the property to any person and shall be construed as running with the real property, and may be enforced by the United States in a court of competent jurisdiction.

The above covenants by the GRANTEE, in this Clause B, shall be construed as running with the land, and may be enforced by the GRANTOR in a court of competent jurisdiction.

Notice and covenants concerning hazardous substances are required to be included in the sale notice and deed of conveyance for the property under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9620(h). The purchaser will be required to agree to "hold harmless" the United States of America from injury, damages, loss, claims, liabilities, cost, and judgments arising from future actions by the purchaser. In addition, the purchaser must also provide written assurance that they will comply with applicable Federal, State, and local laws relating to the management of the lead-based paint and asbestos-containing building materials on the property. The notice and covenants, the "hold harmless" provisions, and the assurance related to lead-based paint and asbestos-containing building materials will be included in the conveyance deed. The purchaser must agree to the covenants and other provisions of the sale described herein. An Environmental Site Assessment report on each property is available for review by potential purchasers and will be provided to the apparent high bidder for the property. By submitting a bid for the property, bidders acknowledge that they were given the opportunity to obtain a copy of the Environmental Site Assessment. Bidders further acknowledge that they have been informed of and agree to covenants as specified herein.

C. ACCESS. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant

to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

2. NOTICE OF PRESENCE OF LEAD-BASED PAINT (LBP)

Parcel 1

The bunkhouse structure was tested for lead-based paint and no lead-based paint was found. The office structure was not tested for lead-based paint because the structure was built in 1982. Lead additives to paint were stopped in 1968.

Parcel 2

The structures were tested for lead-based paint and no lead-based paint was found.

3. ASBESTOS CONTAINING MATERIALS (ACM)

Parcel 1

The structures were tested for asbestos. Asbestos containing material was found in the structures as follows:

- Floor tile in the mobile home portion of the office - 120 square feet of linoleum with nonfriable 40% Chrysotile. It is assumed the same ACM linoleum is under the carpet. Mastic is assumed to have nonfriable asbestos.

Bunkhouse crawl space door - 9 square feet of linoleum with nonfriable 40% Chrysotile. Mastic is assumed to have nonfriable asbestos.

Parcel 2

Floor tile with asbestos containing material was found in the office as follows:

- Main entrance under carpet - 90 square feet of linoleum with nonfriable 20% Chrysotile. Mastic with nonfriable 2% Chrysotile.
- First and second floor bathrooms under sheet vinyl - 140 square feet of linoleum with nonfriable 25% Chrysotile. Mastic is assumed to have nonfriable asbestos.
- Second floor room behind 4 foot long kickboard - Mastic with nonfriable 4% Chrysotile.

4. UNDERGROUND FUEL STORAGE TANKS (USTs)

Parcel 2

Above ground and underground fuel storage tanks have been removed with contaminated soil removed. On March 9, 2009, The Alaska Department of Environmental Conservation notified the Forest Service that cleanup for these sites were satisfactory.

5. FEDERAL AVIATION ADMINISTRATION

The Federal Aviation Administration (FAA) has been apprised of the proposed disposal of the Property and since the Property is within six (6)

nautical miles of an airport the Government's quitclaim deed shall contain a provision that will stipulate that the Grantee, its successors and assigns and every successor in interest to the Property, or any part thereof, acknowledge that they may be prohibited from allowing any construction or alteration on the Property unless a determination of no hazard to air navigation is issued by FAA in accordance with 14 CFR Part 77, "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

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BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF GOVERNMENT PROPERTY

Juneau Ranger District Office
Parcel 1- 8461 Old Dairy Road, Parcel 2 – 8465 Old Dairy Road
Juneau, AK 99801

SEND THIS FORM TO:

U.S. General Services Administration
Office of Real Property Disposal (9PZF)
400 15th Street S.W. Room 1161
Auburn, WA 98001-6599
Attn: Andrew Schwartz

REGISTRATION DEPOSIT: _____

PROPERTY CODE: _____

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids IFB for the bid price entered below or subsequent bids placed online if this bid is accepted by the Government within Ninety (90) calendar days after the date of receipt. This Bid Form is made subject to the terms of the IFB No. 9PZF-10-04, including its Property Description, General Terms of Sale, Important Instructions to Bidders, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Property, Lease, Historic Preservation Memorandum of Agreement, and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of this initial bid and subsequent bids placed online at <http://www.auctionrp.com/>.

Parcel 1- 8461 Old Dairy Road AMOUNT BID: \$_____ BID AMOUNT SPELLED OUT: _____

Parcel 2 -8465 Old Dairy Road AMOUNT BID: \$_____ BID AMOUNT SPELLED OUT: _____

If this bid is accepted, the instrument of conveyance should name the following as Grantee(s)

Indicate above the manner in which title is to be taken (e.g., Sole and Separate Property, Joint Tenants, Tenants in Common, Community Property). Include name of spouse, if applicable.

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) See Pages 12-13, Paragraph 19, Bid Executed On Behalf Of Bidder for instructions:

- ☐ An individual doing business as _____
- ☐ A partnership consisting of _____
- ☐ A limited liability partnership consisting of _____
- ☐ A corporation, incorporated in the State of _____
- ☐ A limited liability corporation, incorporated in the State of _____
- ☐ A trustee, acting for _____

PLEASE COMPLETE THE FOLLOWING:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-mail: _____

Signature _____ Date _____

CERTIFICATE OF CORPORATE BIDDER

(For use with Bidder Registration and Bid Form for Purchase of Government Property
See Pages 12-13, Paragraph 19, Bid Executed On Behalf Of Bidder for instructions)

Juneau Ranger District Office
Parcel 1- 8461 Old Dairy Road, Parcel 2 – 8465 Old Dairy Road
Juneau, AK 99801

I, _____, certify that I am _____
(Secretary or Other Title)

of the Corporation named as bidder herein; that _____
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the bidder was

then _____ of said Corporation
(Official Title)

that said bid was duly signed for and on behalf of said Corporation by authority of its
governing body and is within the scope of its corporate powers.

(Signature of Certifying Officer)

(Corporate Seal Here)

REGISTRATION DEPOSIT BY CREDIT CARD

Property Code: _____ Property Address _____

SEND THIS FORM TO:

U.S. General Services Administration
Office of Real Property Disposal (9PZF)
400 15th Street S.W. Room 1161
Auburn, WA 98001-6599
Attn: Andrew Schwartz

THIS FORM MAY BE SUBMITTED BY FAX:
(253)931-7554

REGISTRATION DEPOSIT: _____

By completing this form and signing in the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bid Package and any Addendum. The applicant must be the authorized cardholder. The applicant agrees that his or her credit card account will be debited the full amount of the registration deposit, as specified in the Important Instructions to Bidders, Pages 9-10, Paragraph 5, Bidder Registration. In the event that applicant becomes the Purchaser, the registration deposit will be applied towards the purchase price for the Property. In the event the applicant is not the Purchaser, the registration deposit will be credited to the credit account listed below.

PLEASE PRINT OR TYPE LEGIBLY

First and Last Name: _____

Address: _____

City: _____ State _____ Zip _____

Check type of credit card to be charged: ☐ Visa ☐ MasterCard

Name as it appears on card: _____

Credit Card Number: _____ Exp. Date: _____

CSC Code _____

Phone () _____ Fax: () _____

Signature: _____ **Date:** _____

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